

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division

ADA B. TRONCOSO,  
Plaintiff,

v.

BANK OF AMERICA, N.A., EXPERIAN  
INFORMATION SOLUTIONS, INC., TRANS  
UNION, LLC, and EQUIFAX INFORMATION  
SERVICES, LLC.

CIVIL NO. 1:13-cv-00390-LO-JFA

Defendants.

**DEFENDANT TRANS UNION LLC'S  
ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT**

Trans Union LLC ("Trans Union"), by counsel, files its Answer and Defenses to Ada B. Troncoso's ("Plaintiff") Complaint ("Complaint"). The paragraph numbers below correspond to the paragraph numbers contained in the Plaintiff's Complaint to the extent possible.

**PRELIMINARY STATEMENT**

1. Trans Union admits that Plaintiff has asserted claims against Defendants alleging actual, statutory and punitive damages, costs and attorney's fees pursuant to the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.*, Real Estate and Settlement Procedures Act ("RESPA") 12 U.S.C. § 2601 *et seq.*, and breach of contract. Trans Union denies the remaining allegations contained in Paragraph 1 of the Complaint.

**JURISDICTION**

2. Trans Union admits that the Court has jurisdiction pursuant to 15 U.S.C. § 1681p and 28 U.S.C. § 1331.

3. Trans Union admits that the Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

4. Trans Union admits that it maintains a registered agent in Richmond, Virginia. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 4 of the Complaint and, therefore, denies same. Trans Union reserves the right to seek a transfer of this case pursuant to 28 U.S.C. § 1404.

### **PARTIES**

5. Trans Union admits that Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a(c).

6. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint and, therefore, denies same.

7. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint and, therefore, denies same.

8. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint and, therefore, denies same.

9. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint and, therefore, denies same.

10. Trans Union admits that it is a limited liability company that is authorized to do business in the Commonwealth of Virginia. Trans Union further admits that it maintains a registered agent in Richmond, Virginia. Trans Union denies the remaining allegations contained in paragraph 10 of the Complaint.

11. Trans Union admits that it is a “consumer reporting agency” as defined by the FCRA, 15 U.S.C. § 1681a(f). Trans Union further admits that it assembles consumer credit information for the purpose of furnishing consumer reports to third parties. Trans Union denies the remaining allegations contained in paragraph 11 of the Complaint.

12. Trans Union admits that it sells consumer reports pursuant to contracts and agreements with subscribers. Trans Union denies the remaining allegations contained in paragraph 12 of the Complaint.

13. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint and, therefore, denies same.

14. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint and, therefore, denies same.

15. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint and, therefore, denies same.

### **FACTS**

16. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint and, therefore, denies same.

17. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint and, therefore, denies same.

18. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint and, therefore, denies same.

19. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint and, therefore, denies same.

20. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint and, therefore, denies same.

21. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint and, therefore, denies same.

22. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint and, therefore, denies same.

23. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint and, therefore, denies same.

24. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint and, therefore, denies same.

25. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint and, therefore, denies same.

26. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint and, therefore, denies same.

27. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint and, therefore, denies same.

28. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint and, therefore, denies same.

29. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint and, therefore, denies same.

30. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the Complaint and, therefore, denies same.

31. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Complaint and, therefore, denies same.

32. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of the Complaint and, therefore, denies same.

33. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint and, therefore, denies same.

34. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint and, therefore, denies same.

35. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint and, therefore, denies same.

36. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint and, therefore, denies same.

37. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint and, therefore, denies same.

38. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint and, therefore, denies same.

39. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint and, therefore, denies same.

40. Trans Union admits that on or about May 2, 2012, it was contacted by Plaintiff, via the internet, who requested a copy of her Trans Union credit report. Trans Union denies the

remaining allegations as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint and, therefore, denies same.

41. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint and, therefore, denies same.

42. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint and, therefore, denies same.

43. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint and, therefore, denies same.

44. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint and, therefore, denies same.

45. Trans Union admits that on or about December 18, 2012, Plaintiff viewed a copy of her Trans Union credit report online. Trans Union denies the remaining allegations as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint and, therefore, denies same.

46. Trans Union denies the allegations contained in paragraph 46 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or

knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint and, therefore, denies same.

47. Trans Union admits that on or about December 24, 2012, it received correspondence from Plaintiff disputing the reporting of the Bank of America mortgage account. Trans Union denies the remaining allegations as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the Complaint and, therefore, denies same.

48. Trans Union admits that the correspondence received from Plaintiff on or about December 24, 2012, alleged that Plaintiff had timely paid her mortgage obligation to Bank of America. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 48 of the Complaint and, therefore, denies same.

49. Trans Union admits that the correspondence received from Plaintiff on or about December 24, 2012, enclosed documentation purported to be proof of a mortgage modification, proof of mortgage payments, and contact information for Edward Baron at Bank of America. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 49 of the Complaint and, therefore, denies same.

50. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the Complaint and, therefore, denies same.

51. Trans Union admits that on or about January 1, 2013, it forwarded investigation results to Plaintiff in response to her dispute letter. Trans Union further admits that the investigation results reflected the Bank of America Mortgage account as delinquent and a last



payment date of June 2012. Trans Union denies the remaining allegations contained in paragraph 51 of the Complaint.

52. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint and, therefore, denies same.

53. Trans Union admits that on January 28, 2013, it received follow up correspondence from Plaintiff disputing the reporting of Plaintiff's Bank of America mortgage account. Trans Union further admits that Plaintiff enclosed a copy of her December 19, 2012 dispute letter. Trans Union denies the remaining allegations contained in paragraph 53 of the Complaint.

54. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint and, therefore, denies same.

55. Trans Union admits that on or about February 4, 2012, it forwarded investigation results to Plaintiff in response to her dispute letter. Trans Union further admits that the investigation results reflected the Bank of America mortgage account as delinquent and a last payment date of June 2012. Trans Union denies the remaining allegations contained in paragraph 55 of the Complaint.

56. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint and, therefore, denies same.

57. Trans Union denies the allegations contained in paragraph 57 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or

knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of the Complaint and, therefore, denies same.

58. Trans Union denies the allegations contained in paragraph 58 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 58 of the Complaint and, therefore, denies same.

**COUNT ONE: BREACH OF CONTRACT FOR BRACH OF  
IMPLIED COVEMANT OF GOOD FAITH AND FAIR DEALING  
(BANK OF AMERICA)**

59. Trans Union restates and incorporates its responses to paragraphs 1 – 58 above as though fully stated herein.

60. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 60 of the Complaint and, therefore, denies same.

61. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 61 of the Complaint and, therefore, denies same.

62. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint and, therefore, denies same.

63. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 63 of the Complaint and, therefore, denies same.

64. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint and, therefore, denies same.

**COUNT TWO: VIOLATION OF FAIR CREDIT REPORT ACT  
15 U.S.C. § 1681e(b)  
(EXPERIAN, TRANS UNION and EQUIFAX)**

65. Trans Union restates and incorporates its responses to paragraphs 1 – 64 above as though fully stated herein.

66. Trans Union denies the allegations contained in paragraph 66 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 66 of the Complaint and, therefore, denies same.

67. Trans Union denies the allegations contained in paragraph 67 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint and, therefore, denies same.

68. Trans Union denies the allegations contained in paragraph 68 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint and, therefore, denies same.

69. Trans Union denies the relief sought and the allegations contained in paragraph 69 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the Complaint and, therefore, denies same.

**COUNT THREE: VIOLATION OF FAIR CREDIT REPORT ACT**  
**15 U.S.C. § 1681i(a)(1)**  
**(EXPERIAN, TRANS UNION and EQUIFAX)**

70. Trans Union restates and incorporates its responses to paragraphs 1 – 69 above as though fully stated herein.

71. Trans Union denies the allegations contained in paragraph 71 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint and, therefore, denies same.

72. Trans Union denies the allegations contained in paragraph 72 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint and, therefore, denies same.

73. Trans Union denies the allegations contained in paragraph 73 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 73 of the Complaint and, therefore, denies same.

74. Trans Union denies the relief sought and the allegations contained in paragraph 74 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 74 of the Complaint and, therefore, denies same.

**COUNT FOUR: VIOLATION OF FAIR CREDIT REPORT ACT**  
**15 U.S.C. § 1681i(a)(2)(A)**  
**(EXPERIAN, TRANS UNION and EQUIFAX)**

75. Trans Union restates and incorporates its responses to paragraphs 1 – 74 above as though fully stated herein.

76. Trans Union denies the allegations contained in paragraph 76 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of the Complaint and, therefore, denies same.

77. Trans Union denies the allegations contained in paragraph 77 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 77 of the Complaint and, therefore, denies same.

78. Trans Union denies the allegations contained in paragraph 78 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 78 of the Complaint and, therefore, denies same.

79. Trans Union denies the relief sought and the allegations contained in paragraph 79 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 79 of the Complaint and, therefore, denies same.

**COUNT FIVE: VIOLATION OF FAIR CREDIT REPORT ACT**

**15 U.S.C. § 1681i(a)(4)**

**(EXPERIAN, TRANS UNION and EQUIFAX)**

80. Trans Union restates and incorporates its responses to paragraphs 1 – 79 above as though fully stated herein.

81. Trans Union denies the allegations contained in paragraph 81 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 81 of the Complaint and, therefore, denies same.

82. Trans Union denies the allegations contained in paragraph 82 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 82 of the Complaint and, therefore, denies same.

83. Trans Union denies the allegations contained in paragraph 83 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 83 of the Complaint and, therefore, denies same.

84. Trans Union denies the relief sought and the allegations contained in paragraph 84 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 84 of the Complaint and, therefore, denies same.

**COUNT SIX: VIOLATION OF FAIR CREDIT REPORT ACT**  
**15 U.S.C. § 1681i(a)(5)(A)**  
**(EXPERIAN, TRANS UNION and EQUIFAX)**

85. Trans Union restates and incorporates its responses to paragraphs 1 – 84 above as though fully stated herein.

86. Trans Union denies the allegations contained in paragraph 86 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 86 of the Complaint and, therefore, denies same.

87. Trans Union denies the allegations contained in paragraph 87 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 87 of the Complaint and, therefore, denies same.

88. Trans Union denies the allegations contained in paragraph 88 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 88 of the Complaint and, therefore, denies same.

89. Trans Union denies the relief sought and the allegations contained in paragraph 89 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 89 of the Complaint and, therefore, denies same.

**COUNT SEVEN: VIOLATION OF FAIR CREDIT REPORT ACT**  
**15 U.S.C. § 1681s-2(b)(1)(A)**  
**(BANK OF AMERICA)**

90. Trans Union restates and incorporates its responses to paragraphs 1 – 89 above as though fully stated herein.

91. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 91 of the Complaint and, therefore, denies same.

92. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 92 of the Complaint and, therefore, denies same.

93. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 93 of the Complaint and, therefore, denies same.

94. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 94 of the Complaint and, therefore, denies same.

95. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 95 of the Complaint and, therefore, denies same.

96. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 96 of the Complaint and, therefore, denies same.

97. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 97 of the Complaint and, therefore, denies same.

98. Trans Union admits that it forwarded all relevant information regarding Plaintiff's disputes to Bank of America, via an ACDV. Trans Union denies the remaining allegations contained in paragraph 98 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 98 of the Complaint and, therefore, denies same.

99. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 99 of the Complaint and, therefore, denies same.

100. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 100 of the Complaint and, therefore, denies same.

101. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 101 of the Complaint and, therefore, denies same.



102. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 102 of the Complaint and, therefore, denies same.

103. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 103 of the Complaint and, therefore, denies same.

104. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 104 of the Complaint and, therefore, denies same.

105. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 105 of the Complaint and, therefore, denies same.

106. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 106 of the Complaint and, therefore, denies same.

107. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 107 of the Complaint and, therefore, denies same.

108. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 108 of the Complaint and, therefore, denies same.

109. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 109 of the Complaint and, therefore, denies same.

110. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 110 of the Complaint and, therefore, denies same.

111. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 111 of the Complaint and, therefore, denies same.

**COUNT EIGHT: VIOLATION OF FAIR CREDIT REPORT ACT**  
**15 U.S.C. § 1681s-2(b)(1)(B)**  
**(BANK OF AMERICA)**

112. Trans Union restates and incorporates its responses to paragraphs 1 – 111 above as though fully stated herein.

113. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 113 of the Complaint and, therefore, denies same.

114. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 114 of the Complaint and, therefore, denies same.

115. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 115 of the Complaint and, therefore, denies same.

116. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 116 of the Complaint and, therefore, denies same.

117. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 117 of the Complaint and, therefore, denies same.

118. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 118 of the Complaint and, therefore, denies same.

119. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 119 of the Complaint and, therefore, denies same.

120. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 120 of the Complaint and, therefore, denies same.

121. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 121 of the Complaint and, therefore, denies same.

**COUNT NINE: VIOLATION OF FAIR CREDIT REPORT ACT**  
**15 U.S.C. § 1681s-2(b)(1)(C) and (D)**  
**(BANK OF AMERICA)**

122. Trans Union restates and incorporates its responses to paragraphs 1 – 121 above as though fully stated herein.

123. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 123 of the Complaint and, therefore, denies same.

124. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 124 of the Complaint and, therefore, denies same.

125. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 125 of the Complaint and, therefore, denies same.

126. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 126 of the Complaint and, therefore, denies same.

127. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 127 of the Complaint and, therefore, denies same.

128. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 128 of the Complaint and, therefore, denies same.

129. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 129 of the Complaint and, therefore, denies same.

130. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 130 of the Complaint and, therefore, denies same.

131. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 131 of the Complaint and, therefore, denies same.

132. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 132 of the Complaint and, therefore, denies same.

133. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 133 of the Complaint and, therefore, denies same.

134. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 134 of the Complaint and, therefore, denies same.

135. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 135 of the Complaint and, therefore, denies same.

136. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 136 of the Complaint and, therefore, denies same.

**COUNT TEN: VIOLATION OF REAL ESTATE AND  
SETTLEMENT PROCEDURES ACT  
12 U.S.C. § 2605(e)  
(BANK OF AMERICA)**

137. Trans Union restates and incorporates its responses to paragraphs 1 – 136 above as though fully stated herein.

138. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 138 of the Complaint and, therefore, denies same.

139. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 139 of the Complaint and, therefore, denies same.

140. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 140 of the Complaint, including all subparts, and, therefore, denies same.

141. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 141 of the Complaint and, therefore, denies same.

142. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 142 of the Complaint and, therefore, denies same.

143. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 143 of the Complaint and, therefore, denies same.

144. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 144 of the Complaint and, therefore, denies same.

Trans Union denies the relief sought in the prayer paragraph of the Complaint.

Trans Union admits that Plaintiff demands a trial by jury.

### **DEFENSES**

145. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the Fair Credit Reporting Act and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

146. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

147. Trans Union, in compliance with the Fair Credit Reporting Act, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

148. Trans Union at all times acted in compliance with the Fair Credit Reporting Act.

149. Plaintiff's claims for exemplary or punitive damages and the FCRA damage model violate the Due Process and Double Jeopardy Clauses of the Fifth Amendment, the Excessive Fines Clause of the Eighth Amendment, and the laws of the Commonwealth of Virginia.

150. Any alleged damages to Plaintiff, which Trans Union continues to deny, were caused in whole or in part by an intervening or superseding cause.

151. In the interest of justice, Trans Union may seek to transfer this matter pursuant to 28 U.S.C. § 1404, as this Court is not the most convenient venue for the parties and witnesses.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the court deems just.

Respectfully submitted,

/s/

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(804) 344-8359 Fax  
[gkronenberg@morrisandmorris.com](mailto:gkronenberg@morrisandmorris.com)

DATED: April 30, 2013.



**CERTIFICATE OF SERVICE**

I hereby certify that on the 30th day of April, 2013, I will electronically file the foregoing with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to counsel of record registered to use the CM/ECF system in this action, as follows:

Kristi Cahoon Kelly  
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***Counsel for Experian Information Solutions, Inc.***

/s/

---

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